REMARKS/ARGUMENTS

This Amendment is in response to the Final Office Action mailed September 25, 2008. Claims 20-40 were pending in the present application. This Amendment amends claims 20, 27, and 34, leaving pending in the application claims 20-40. Applicants submit that no new matter has been introduced by virtue of these amendments. Reconsideration of the rejected claims is respectfully requested.

35 U.S.C. §102 Rejection of Claims 20-40

Claims 20-40 are rejected under 35 U.S.C. §102(e) as being anticipated by Gervais et al. (U.S. Patent No. 6,381,579, hereinafter "Gervais"). Without conceding the merits of the rejection, Applicants have amended the claims to clarify the distinctions between the present invention and the cited art.

Applicant's independent claim 20 is directed to a system for sharing information among a plurality of business entities involved in a product supply chain. In one embodiment, a processing component of the system "receive[s], from a user affiliated with a first business entity in the plurality of business entities, a request to access a data object in the plurality of data objects, wherein the data object is owned by a second business entity in the plurality of business entities," and "extract[s] from the request a user identifier that uniquely identifies the user." Further, the processing component "retrieve[s] a set of privileges associated with the data object and the user identifier, the set of privileges including read privileges identifying one or more predefined data groups of the data object that the user is allowed to view," and "determine[s], based on the read privileges, one or more predefined data groups of the data object that the user is not allowed to view." Finally, the processing component "generate[s] a redacted version of the data object, wherein the redacted version of the data object does not include the one or more predefined data groups of the data object that the user is not allowed to view," and "transmit[s] the redacted version of the data object to the user."

Significantly, the set of privileges associated with user in the first business entity are "defined by the second business entity based on one or more business agreements between

PATENT

Examining Group 2168

the second business entity and one or more third business entities in the plurality of business entities for handling information in the product supply chain that is confidential to the one or more third business entities." Merely by way of example, the second business entity (i.e., the owner of the data object) may be a computer manufacturer A, and the data object may be a specification data sheet regarding the computers manufactured by computer manufacturer A. Further, the first business entity (i.e., the entity seeking to view the data object) may be a keyboard manufacturer B contracted to supply keyboards to computer manufacturer A. In this scenario, computer manufacturer A (i.e., the second business entity) may have a business agreement with another keyboard manufacturer C (e.g., the third business entity) to keep all specifications pertaining to keyboard manufacturer C's keyboard product confidential to C (and thus, secret from keyboard manufacturer B). Accordingly, computer manufacturer A may grant keyboard manufacturer B read privileges to information pertaining to general keyboard specifications in the specification data sheet, but prevent keyboard manufacturer B from viewing detailed data about keyboard manufacturer C's keyboard product. In this manner, information may be shared among multiple entities in a supply chain while maintaining the confidentiality of sensitive information.

In view of the above, independent claim 20 (as amended) recites:

A system for sharing data among a plurality of business entities involved in a product supply chain, the system comprising:

a storage component configured to store a plurality of data objects, each data object including a plurality of predefined data groups; and

a processing component in communication with the storage component, the processing component being configured to:

receive, from a user affiliated with a first business entity in the plurality of business entities, a request to access a data object in the plurality of data objects, wherein the data object is owned by a second business entity in the plurality of business entities;

extract from the request a user identifier that uniquely identifies the

user;

retrieve a set of privileges associated with the data object and the user identifier, the set of privileges including read privileges identifying one or more predefined data groups of the data object that the user is allowed to view;

determine, based on the read privileges, one or more predefined data groups of the data object that the user is not allowed to view;

generate a redacted version of the data object, wherein the redacted version of the data object does not include the one or more predefined data groups of the data object that the user is not allowed to view; and

transmit the redacted version of the data object to the user,

wherein the set of privileges are defined by the second business entity based on one or more business agreements between the second business entity and one or more third business entities in the plurality of business entities for handling information in the product supply chain that is confidential to the one or more third business entities.

(Applicants' independent claim 20, as amended, emphasis added).

Support for these amendments may be found in the Specification at, for example, page 10, lines 5-20 and page 11, lines 15-24.

Applicants respectfully submit that the features of amended claim 20 are not disclosed by Gervais. For example, Gervais fails to disclose "wherein the set of privileges are defined by the second business entity based on one or more business agreements between the second business entity and one or more third business entities in the plurality of business entities for handling information in the product supply chain that is confidential to the one or more third business entities" as recited in amended claim 20.

In the Office Action, the Examiner asserts that the above feature is shown in Gervais because:

The Gervais system and method allows the EnterpriseXspan Server to provide secure access to collaborative applications throughout enterprises including business partners and suppliers across supply chains... A system administrator is allowed to give a desired number of user slots to a supplier and give the supplier access to manage these tokens. The supplier can then assign tokens to resource users by creating new username and passwords (Gervais, Col. 5 Lines 1-9)... User identities are checked and authenticated via a Name and Address Book (Gervais, Col. 10 Lines 1-5). The documents in Gervais system and method have fields to determine who can

read and edit documents... If a user's name is not in the fields then that document will not appear to that user...

In view of Gervais teaching, an enterprise A uses the Gervais system and method to extend its business with Group A and Group B, e.g., suppliers A and B. The enterprise is third business entity. Group A, e.g., Supplier A, is the first business entity. Group B, e.g., Supplier B, is the second business entity. Using this real life scenario, the Gervais teaching reads on the claimed limitation the set of privileges are defined by the second business entity, e.g., read and write are defined by the resource manager of Group B, e.g., Supplier B, based on one or more business agreements between the second business entity and one or more third business entities in the plurality of business entities, e.g., the agreement of number slots of access between Group B, e.g., Supplier B, and the Enterprise, for handling confidential information in the product supply chain, e.g., the purpose is to handle access to a confidential document in the supply chain.

(Office Action: pg. 3; emphasis in original).

Applicants respectfully disagree.

As best understood from the above, the Examiner asserts that the system of Gervais may be applied to a scenario comprising three business entities – "enterprise A," "Supplier A," and "Supplier B." In particular, the Examiner asserts that enterprise A may enter into agreements with Suppliers A and B to provide a certain number of "user slots" (*i.e.*, user accounts) for the system to each Supplier. Once the user slots have been assigned, the Examiner asserts that a resource manager in Supplier B may create a document in the system and define access (*e.g.*, read/write) privileges on the document with respect to a specific user in Supplier A.

Even assuming *arguendo* that this scenario is supported by the teachings of Gervais, Applicants submit that this scenario still fails to teach anything about "wherein the set of privileges are defined by the second business entity based on one or more business agreements between the second business entity and one or more third business entities in the plurality of business entities for <u>handling information in the product supply chain that is confidential to the one or more third business entities</u>" as recited in amended claim 20. (Emphasis added).

The Examiner asserts that Gervais teaches a "set of privileges [that] are defined by [a] second business entity based on one or more business agreements between the second business entity and one or more third business entities" as recited in claim 20 because Supplier B

(*i.e.*, the second business entity) defines a set of privileges based on a business agreement between Supplier B and enterprise A (*i.e.*, the third business entity) to allocate a certain number of system "user slots" to Supplier B. However, amended claim 20 specifically recites that the business agreements between the second and third business entities are directed to handling information in the product supply chain that is <u>confidential to the third business entity</u>. For example, returning to the computer manufacturer example above, a business agreement between computer manufacturer A (*i.e.*, the second business entity) and keyboard manufacturer C (*i.e.*, the third business entity) may specify that computer manufacturer A will not allow any information confidential to keyboard manufacturer C to be viewable by keyboard manufacturer B (*i.e.*, the first business entity).

In the scenario discussed in the Office Action, the agreement between Supplier B and enterprise A merely allocates a certain number of user slots in the Gervais system to Supplier B – this agreement is completely unrelated to handling information in a product supply chain that is confidential to enterprise A (*i.e.*, the third business entity). Accordingly, Gervais fails to disclose "wherein the set of privileges are defined by the second business entity based on one or more business agreements between the second business entity and one or more third business entities in the plurality of business entities for handling information in the product supply chain that is confidential to the one or more third business entities" as recited in amended claim 20. (Emphasis added).

For at least the foregoing reasons, Applicants submit that amended claim 20 is not anticipated by Gervais, and respectfully request that the rejection of claim 20 be withdrawn.

Independent claims 27 and 34 have been amended to recite features that are substantially similar to independent claim 20, and are thus believed to be allowable for at least a similar rationale as discussed for claim 20, and others.

Dependent claims 21-26, 28-33, and 35-40 depend (either directly or indirectly) from independent claims 20, 27, and 34 respectively, and are thus believed to be allowable for at least a similar rationale as discussed for claims 20, 27, and 34, and others.

Amdt. dated November 25, 2008 Amendment under 37 CFR 1.116 Expedited Procedure

Examining Group 2168

Amendments to the Claims

Unless otherwise specified, amendments to the claims are made for purposes of

clarity, and are not intended to alter the scope of the claims or limit any equivalents thereof. The

amendments are supported by the specification and do not add new matter.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this

Application are in condition for allowance and an action to that end is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of

this application, please telephone the undersigned at 650-326-2400.

Respectfully submitted,

/Andrew J. Lee/

Andrew J. Lee

Reg. No. 60,371

TOWNSEND and CREW LLP

Two Embarcadero Center, Eighth Floor San Francisco, California 94111-3834

Tel: 650-326-2400 Fax: 415-576-0300

A2L:m4g